

REQUEST FOR PROPOSALS

RFP NO. 242-8960

**SECURITY GUARD SERVICES FOR THE CITY OF FORT LAUDERDALE
EXECUTIVE AIRPORT DIVISION**

Proposal Due Date: 11/03/03

**ISSUED FOR THE EXECUTIVE AIRPORT DEPT.
Issued by the Administrative Services Department
- Procurement and Materials Management Division
City of Fort Lauderdale, Florida**

**Procurement Specialist James Hemphill
E-mail address: jameshe@ci.fort-lauderdale.fl.us**

Release date 10/06/03

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) Certification by Broward County, Florida

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract .
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide AIRPORT SECURITY GUARD SERVICES at CITY's EXECUTIVE AIRPORT and THE DOWNTOWN HELISTOP, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact assistant Airport Manager, Mark Cervasio at (954) 828-4966. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: James Hemphill, or VIA e-mail to: jameshe@ci.fort-lauderdale.fl.us. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

03. INSPECTION OF FACILITIES / SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

Vendors wishing to inspect facilities where services are to be rendered must make an appointment by contacting Mr. Mark Cervasio at (954) 828-4966

04. ELIGIBILITY

To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP, and be properly licensed in the State of Florida and hold correct licenses in Broward County and the City of Fort Lauderdale, as required.

05. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

06. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

07. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

08. GOVERNING PROCEDURES

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

09. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

PART II - RFP SCHEDULE

Release RFP	10/06/03
Last Date for Receipt of Questions of a Material Nature	10/20/03
PROPOSAL DUE (Prior to 2:00 PM)	11/03/03
Evaluation Committee Review and Short Listing of Proposals (Est.)	11/10/03
Oral Interviews with Finalists and Selection of First Ranked Proposer (Estimated)	11/19/03
Aviation Advisory Board Review (Estimated)	12/04/03
City Commission Award of Contract (Estimated)	01/06/04
Final Execution of Contract by City (Estimated)	01/20/04

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 7/01 (GC) are included and made a part of this RFP as Exhibit "A".

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

06. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

07. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

08. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

09. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07,

09. CONFIDENTIAL INFORMATION (Cont.)

F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

10. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work +as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

11. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City.

Any amount owed to the City by the Contractor due to damage or loss of equipment, property, etc. shall be deducted from the Contractors invoice submitted for the period in which the loss / damage took place.

12. CONTRACT COST ADJUSTMENTS

Costs offered and accepted for airport security services shall remain firm for the first full year of the contract. Costs for the second and third years, and any subsequent extension term(s), shall be subject to an annual adjustment review. The City will use changes in the Consumer Price Index (CPI) (United States, All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in its annual adjustment review. Such costs for the second and third years, and any subsequent extensions term(s), shall be subject to adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease, in CPI shall be latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive from the Contractor,

12. CONTRACT COST ADJUSTMENTS (Cont.)

a reduction of costs, in accordance with the terms and conditions for adjustments detailed above.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor. If the cost adjustment is approved, the adjusted contract prices shall become effective on the anniversary date of the contract, or the commencement date of the contract extension.

13. RELATED EXPENSES

All related expenses chargeable to the City, such as supplies, printing, binders, etc shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

14. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

15. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

15.1 Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

15.2 While this contract is for services provided to the City's Executive Airport Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

15.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

16. CANCELLATION

In the event that any of the provisions of the contract are violated by the successful bidder, the City may serve written notice upon such bidder of its intention to terminate the contract, and, unless ten (10) days after serving such notice upon the contractor, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violations shall not be affected by any such termination.

17. MODIFICATION OF SERVICES (Deletions / Additions)

The City reserves the right to delete any portion of this Contract at any time without cause, or add additional services, and if such right is exercised by the City, the total fee shall be reduced/added in the same ratio as the estimated cost of the work deleted/added bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. The contract agrees to accommodate the City for any reasonable adjustment in the scope of service.

18. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

19. SUBCONTRACTING

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

20. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

21. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

22. DEFAULT PROVISIONS

In the event of default by the Proposer, the City reserves the right to procure the item(s) / services proposed from other sources and hold the proposer responsible for excess cost incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

23. INSURANCE

The Contractor shall not commence operations pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Fort Lauderdale Risk Manager.

The contractor shall provide, pay for, and maintain in force at all time during the term of the contract, the following insurance coverage:

- A) Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Exceptions: Workers' Compensation and Employers' Liability Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor or partner. In such case, the firm must provide copies of their waivers as provided by FS 450.05, and 440.055.

- b) Liability Insurance Naming the City of Fort Lauderdale as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract. (Cost for adding the City as "Additional Insured" shall be borne by the contractor.)
- c) Commercial General Liability : Minimum limits of \$5,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- d) Automobile Liability Insurance: Limits - Bodily Injury of \$250,000 each person, \$500,000 each occurrence; Property Damage of \$100,000 per occurrence.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Any questions as to the intent or meaning of any part of the above-required coverage should be directed to the City's Risk Manager.

24. TORT IMMUNITY:

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

25. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

- 26. PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** Within fifteen (15) working days after notification of award, the successful Contractor shall furnish one of the following as a contract security to the City **in the face amount of \$20,000.00:** a Performance Bond, an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, written by a surety company, licensed in the State of Florida, or a Cashier's Check, Such Bond, Letter of Credit, or check shall be retained by the City for life of the Contract. The surety will pay the City, in the amount not exceeding the sum specified, for failure of the Contractor to perform as required by the contract. The surety company shall hold a current Certificate of Authority as acceptable surety of Federal Bonds, In accordance with the U.S. Department of Commerce Circular 570 or current revision thereof.

The contractor is required to have a valid Bond of Letter of Credit in force at all times during the Contract. Period. Failure of the contractor to have such a Bond in force shall constitute a default on the part of the Contractor. A bond written by a surety which becomes disqualified to do business in the State of Florida shall automatically constitute a failure on the part of the contractor to meet the above requirements.

Except as noted herein, all terms and conditions of General Conditions, paragraph 4.01, are included by reference.

27. DAMAGE TO PUBLIC, PRIVATE, AND/OR CITY PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City. Extreme care shall be taken to safeguard any devices, components, tools, etc. owned by the City but distributed to the contractor during the course of their duties – this shall include, but not be limited to: Gas powered cart, The Police/City Radio(s), gate cards, digital camera, video camera, laptop computer, and digital pager. Damage to or loss of any city property used by the Contractor shall be repaired and/or replaced at the contractor's expense with no charge-backs or additional charges to the City.

28. CONTRACT PERIOD:

The Contract term will be for three (3) years, beginning on or before 2/20/2004, at the City's option. The City reserves the right to extend the Contract for additional one (1) or two (2) year terms providing: a) both parties to the Contract agree to the extension; b) all terms, conditions and specifications remain the same; and c) such extension is approved by the City. Contract shall not be extended more than a total of five years.

29. PERFORMANCE EVALUATION/TERMINATION FOR CAUSE AND CONVENIENCE:

The City of Fort Lauderdale reserves the right to terminate the contract for reasons including, but not necessarily limited to:

- a. Contractor abandonment or discontinuance of operations at the Airport;
- b. Contractor failure to keep in force any of the required insurance policies;
- c. Contractor failure to satisfactorily perform in accordance with any of terms, conditions and or specifications of the Contract;
- d. Contractor failure to rectify any fault or deficiency within a maximum of ten (10) days after receipt of notice from the City of Fort Lauderdale of such failure. Repeat instances of the same deficiencies, or failure to correct any faults or deficiencies on a timely basis will be cause for Contract cancellation.

If the City chooses not to exercise its right to cancel the contract, it will have the right to withhold the monthly payment for services. Except as noted herein, all terms and conditions of General Conditions, paragraphs 5.09 and 5.10 are included by reference.

30. ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

31. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

01. GENERAL INFORMATION / INTENT

The City is seeking to enter into a contract with a qualified Contractor who shall provide Airport Division with Security Services in accordance with the RFP specifications. The Contractor shall provide sufficient and qualified personnel to patrol the Airport's specified property, tenant aprons, runways, taxiways, and any other areas within the airport property as may be designated by the Airport Manager. In addition, the Airport may require a security officer to be posted at the Airport or Downtown Helistop on a scheduled or non-scheduled basis.

1. Officers shall be broken down into 4 categories:

Security Manager – Shall meet all following requirements

Airfield Patrol Officer - Shall meet all following requirements

Ramp/Perimeter Patrol Officer – Shall be exempt from section 1 (F)

Extra Security Officer - Shall be exempt from section 1 (C) (D) (E) (F) (G) (H) (I) and 10 (E) and will not be required to drive a contractor's patrol vehicle while on duty. This officer will be on an as needed basis for scheduled and non-scheduled events at the Airport or Downtown Helistop. For non-scheduled events the officer should be able to respond to the Airport or Downtown Helistop for assignment within 4 hours.

- A.** All personnel assigned to this contract shall be high quality, good moral character, properly trained and qualified to perform airport security services. Bidders shall include with their bid, information regarding their hiring, screening, testing and training process for all airport security personnel. All Contractor personnel assigned to this Contract shall be a U.S. citizen or legal resident of the United States or have been granted authority to work by the U.S. Immigration and Naturalization Service. The Contractor shall provide the Airport Manager complete histories on each Contractor employee assigned to this Contract. All personnel shall be subject to advance approval by the City's Airport Manager, or designated representative. City approval is required for each officer prior to being assigned to duty at the Airport or Downtown Helistop.
- B.** Security personnel shall hold at least a State of Florida class "D" Security Officer license.
- C.** Each individual assigned to this Contract must be trained by the Contractor at their expense for duty at the Airport. The training shall include all aspects of the Airport post including routine, emergency situations as well as very detailed training with regard to operational areas (runways and taxiways) and radio communications with the Air Traffic Control Tower. This training shall be a **minimum of 80 hours.**
- D.** The City shall require all Contractor employees assigned to this contract to pass a written test. The City shall provide and administer the written test, covering all training areas required. Upon passing the written test with a score of 70% or better, the employee must pass a practical test administered by Airport Management covering radio communication procedures, knowledge of runway and taxiway lights, signs and markings, and emergency procedures. The City shall provide the Contractor with an applicable course in airport protocols. At the successful completion of the written and the practical test the officer will be issued an Airport Badge. **Only Contractor employees who have passed both exams shall be permitted to work at the airport.**

- E. All Contractor training will be subject to review and approval by the Airport Manager, and/or Fort Lauderdale Police Department.
- F. Security Officer Experience
 - 1. Officers will be required to have a minimum of a high school education or GED and at least one (1) year experience in the security field, and one (1) year of airport runway/taxiway patrol experience. Additional experience may be substituted for the experience requirements by the completion of college course work, pilot's license, military service, police officer, or other experience deemed by the Airport Manager to be a compatible substitute.
 - 2. The Security Manager will have a minimum of a high school education or GED, (1) year airport runway/taxiway patrol security experience at an airport with an operating Control Tower and two (2) years security experience. The one (1) year of runway/taxiway patrol experience may be substituted by an FAA Private pilot's license or other experience deemed by the Airport Manager to be a compatible substitute. The Security Manager must also possess or be able to obtain a class MB security license within 90 days of appointment to the Security Manager position.
- G. Each officer must be qualified to operate aviation band radios and be able to read speak and understand English in accordance with the Federal Aviation Regulations.

Patrolling security officers WILL NOT carry guns or weapons of any kind while on duty.

- H. Security officers shall have successfully completed an advanced First Aid Course and Defensive Driving Course, and provide the City with documentation to satisfy this requirement.
- I. Security officers must successfully pass a physical examination and drug screening at the contractor's expense. In addition, the contractor shall provide a complete nationwide criminal history check and a State of Florida drivers license check covering the last 5 years for each individual who is assigned to the Airport. The Contractor shall provide the City with a copy of each of these documents prior to the employee being assigned for duty at the Airport.

The minimum requirements for the physical are as follows:

- 1) Freedom from any communicable disease.
- 2) Binocular vision, which is correctable to 20/20 vision.
- 3) Ability to distinguish shades of colors.
- 4) Ability to hear ordinary conversation at a distance of 20 feet, without the use of artificial hearing devices.
- 5) Freedom from disease or condition that results in indistinct speech.
- 6) Free from any emotional disorder, or any hindrance, which may prohibit or preclude meeting the professional standards required by the contract.
- 7) Blood pressure and other vital signs must be within normal limits.
- 8) Ability to walk up stairs and carry heavy objects.

- J. Security officers will not solicit business or conduct any personal business while on duty. A violation of this clause will be cause for immediate removal from the Airport post.
- K. Licensed security officers are not law enforcement officers and are not granted any police powers regarding arrest. Security officers shall not use any force or physical means to detain anyone.

2. **Contractor Airport Training Program:**

The contractor shall be required to provide the City and all contract employees, a "Job Handbook" approved by the Airport Manager which shows how, when, and where the Contractor will allocate personnel and what duties each will be required to perform and on what time schedule each will be required to perform those duties. Such handbook must describe in detail all steps to be followed by officers during routine and emergency situations.

The Job Handbook will specifically contain:

- A) Standard Operating Procedures for both routine and emergency situations.
- B) Fort Lauderdale Executive Airport's (FXE) security officer duties, procedures, and code of conduct.
- C) Airport and Tenant Contact Information
- D) Maps and Diagrams
- E) Updated weekly schedule for all officers assigned to the airport post including contact information
- G) Any other items required by the Airport Manager.

3. **Equipment and Supplies Requirements:**

The Contractor shall be responsible to furnish all labor, training, uniforms, and supplies including: tools, appliances, radios, aviation band transceivers, cellular telephone and fully charged spare batteries, necessary to properly carry out this contract. Backup equipment will be necessary in case of equipment failure. The City reserves the right to request changes in the types, quantities and brands of equipment and supplies if it deems such changes are necessary for an improved performance and appearance on its premises.

The minimum equipment for the Security Manager, Airfield Patrol Officer, and Ramp/Perimeter Patrol Officer on duty to perform the duties required shall consist of:

- A. Two (2) late model **(no older than one (1) model year at the beginning of the contract)** well maintained, fully operational 4 X 4 pick-up trucks with an enclosed bed or hard shell cap over the bed that can be locked. The vehicle shall also be equipped with a yellow light bar and appropriate markings (Fort Lauderdale Executive Airport Security Patrol in 6" reflective lettering) and a trailer hitch capable of pulling 2000 pounds. The City and Airport Manager reserves the right to review and approve or disapprove the use of any unit, which does not meet this specification.

- B. Each vehicle shall have a professionally installed 2-way vehicle aviation radio with at least 5 watts of power as well as a hand held aviation band transceiver with a back-up battery. Each radio shall have the capability of transmitting and receiving on 720 frequencies. The vehicle radio shall remain on at all times and the hand held unit shall be on and with the officer any time they are outside the vehicle.

NOTE: It is an essential requirement that the FAA Tower be able to communicate with the officer on the radio at all times.

- C. Each officer on duty shall have a radio/cell phone compatible with the City's radio/cell phones and the proper number back-up batteries to ensure no interruptions to service. Additionally vehicle units shall carry an adapter to charge the radio/cell phone using the vehicle's power. The phone shall remain on at all times, ready to receive incoming calls. It is the intent of Airport Management to be able to call the officer on duty at anytime to discuss Airport conditions or situations.

NOTE: It is an essential requirement for this phone to be operable and with the officer on duty at all times so Airport Management can reach that officer at any time.

- D. Each vehicle shall be have a locker with the listed items enclosed: first aid kit, flashlight, small tool box containing pliers, screwdriver, adjustable wrench, etc., rain gear including rubbers boots, jackets and pants, vehicle tow strap with hooks on each end, and an operational and current fire extinguisher capable of extinguishing A, B and C type fires. Scoop type shovel, push broom, and one plastic five gallon bucket.
- E. The City reserves the right to require the Contractor to install and/or carry additional equipment provided by the City at the discretion of Airport Management.
- F. A backup vehicle must be must be available within 30 minutes and have the equipment and capabilities of part B of this section. Equipment in section C and D shall then be transferred to the back-up vehicle.

4. Airport Rules and Regulations:

The Contractor agrees that his employees will abide by all rules and regulations as set forth by the Airport Manager.

5. Contractor Non Discrimination Requirements:

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, handicap, sex, age, religion, color or national origin, in connection with the performance of services under this contract.

The Contractor agrees to comply with Executive Order 11246, the Civil Rights Act of 1964 and with Part 15 of the Federal Aviation Regulations.

6. Licenses, Safety Practices, Government Regulations:

The Contractor shall adhere to and comply with all governmental requirements for business licensing and licensing of security officer under his/her control and jurisdiction. Contractor and officers shall maintain all required licenses and provide the City with copies of all such current licenses, during the term of the contract and all extensions. All occupational licenses, state and local licenses, registration for doing business and filing of reports for contractor's operation will be the complete responsibility of the Contractor.

Contractor is completely and solely responsible to maintain complete compliance with all governmental safety requirements (OSHA, etc). Contractor shall be responsible to provide, maintain, replace and update such equipment, devices and requirements, as may be required, in the performance of the contract services.

Additionally the contractor must be able to reasonably adapt to meet new applicable security requirements that may be implemented by the Transportation Security Administration (TSA) or other government agencies.

7. Contractor Personnel Appearance, Conduct, Supervision:

The Contractor shall be responsible for department, appearance, conduct and supervision of all personnel concerned with the operation of this contract security service. All Contractor personnel will be required to conduct themselves in a completely professional, respectable manner, observe the doctrines of behavior as a public servant and be polite, courteous, cooperative and pleasant in the conduct of their duties. Any officer caught asleep or off the Airport grounds without approval will be sent home and a replacement officer called in.

- A. **Uniforms:** City approval will be required on all uniforms, with the flexibility to allow the City to require a specific uniform for the airport officers. The City and the Airport Manager reserve the right to approve or disapprove uniforms for contracted employees working on its premises. The Contractor shall agree to have all employees assigned to the Airport in an appropriate, properly identifying work uniform. Uniforms shall bear identification patch(es) reading "EXECUTIVE AIRPORT SECURITY". Such uniform when worn must be neat, attractive and clean. All contractor personnel assigned to airport duty shall display an identification nametag on their uniform. Any misconduct brought to the attention of the contractor shall require immediate corrective action to prevent future misconduct and may require the officer's removal from the Airport post.
- B. **Supervision:** The Contractor agrees to provide a Security Manager who will be responsible for each shift. The Security Manager shall be present for an 8 hr shift between 7 a.m. and 6 p.m. Monday through Friday or an alternate schedule approved by the Airport Manager, The Security Manager shall be on call for emergencies, and report to Airport Management each morning relating previous shift's activities and significant events. Security Manager will be trained by Airport Management; training to include all areas of officer training. Security Manager will be responsible for coordinating the training of all officers security officers for responsible for Airports duty.

B. **Supervision (cont.):**The Contractor shall have available a qualified, competent, active and experienced corporate representative available during the hours that service is being provided at the Airport who shall have the overall responsibility for supervising the security of the Airport. Such corporate representative shall be authorized to represent and act for the Contractor; meet with Airport Management to discuss personnel and work performance and will work accordingly as necessary to assure satisfactory performance of the contract.

8. Security Office and City owned Equipment

The City will allow the successful contractor to use a small office owned by the City for the officers to complete their shift turnover, charge batteries, and store equipment needed for the Executive Airport post. **This Airport office shall not satisfy the requirement to have an established business office within the tri-county (Broward, Dade, or Palm Beach County) area.**

Extreme care shall be taken to safeguard any devices, components, tools, etc. owned by the City but distributed to the contractor during the course of their duties – this shall include, but not be limited to: Gas powered cart , The Police/City Radio(s), gate cards and openers, digital camera, video camera, laptop computer, and digital pager. Damage to or loss of any city property used by the Contractor shall be repaired and/or replaced at the contractors expense with no charge-backs or additional charges to the City.

9. Security Officer Back-up Personnel:

The Contractor shall be prepared to provide the City with fully trained back-up security officers who are familiar with Executive Airport security service requirements. The back-up security officers shall also be subject to Airport Manager's prior approval before work assignment at the airport.

10. Specific Requirements and Duties of Security Officers:

The services required and duties of the security officers include specifically, but are not limited to the following:

- A. Provide Airport Management with original copies of all officers daily logs which shall reflect the location and time of each area that is patrolled, significant occurrences, incoming and outgoing phone calls, and detailed reports of aircraft alerts, incidents or accidents, airfield light inspections, surface incidents/runway incursions, security gate checks, nighttime aircraft logs, and any other activities deemed necessary by the Airport Manager. The logs shall be provided the next day to the Airport Manager or designated representative, with a Summary Report by the Security Manager. **All logs and reports shall become the property of the City.**
- B. Patrol all City-owned property as designated by Airport Manager including hangar, taxiway, runway, apron areas, as well as the road system on the Airport perform a visual inspection of each runway and taxiway, removing any foreign objects and reporting any broken nav aids/lights. Clear airport, taxiway, runway, and apron areas of unauthorized animals, vehicles, personnel, and aircraft as requested by the Airport Manager or Control Tower. Runways and Taxiways are to be inspected at least once per shift or as required by Airport Management.

10. Specific Requirements and Duties of Security Officers (cont.):

- C. Escort personnel, vehicles, and equipment on to the Aircraft Operating Area and remain with them until relieved or the work is completed as required by Airport Management.
- D. Inspect and report to Airport Management all non-operating security lighting, building lights, and Airport Security street lighting. The officers shall check, log, and report all inoperative NAVAIDS, airfield lights, and obstruction lights on Airport property in a timely manner, as scheduled by Airport Management.
- E. Respond to all Airport alert, maintenance and fire calls, and assist the Police Department, Fire Department and Control Tower, as required by Airport Management. Coordinate with Control Tower personnel by two-way radio in the event of emergency situations. The security officers on duty must have a ground control radio in their possession, at all times, when on duty at the Executive Airport. This radio shall operate on 121.75 MHz, or any other frequency change that may be requested by the Airport Manager or Air Traffic Control Tower, and shall be used for direct communication with the Air Traffic Control Tower.
- F. Be responsible for the opening and closing of all gates and the surveillance of all fence lines on the airport premises. Check security access gates for proper operation once per shift or as required by Airport Management.
- G. Disseminate information as required by Airport Management. Log and report any damage to City property. Promote favorable public relations in public contact situations, which may include getting out of the car and visiting with tenants if requested by the Airport Manager.
- H. Log any activities required by Airport Management.
- I. Coordinate with the City of Fort Lauderdale Police Department, and other governmental agencies in reference to emergency or criminal activity as required by Airport Management. The officers will log all suspicious activities and report them to the Police and Airport Management. The officers will immediately report all felonious activities to the Police Department and Airport Management.
- J. All security officers must also have direct radio and or cellular phone communications with the Contractor's dispatch on a 24-hour basis without using an answering service. Each security officer on duty at the Airport must be able to communicate with one another by radio (not including the radio used to communicate with the Control Tower) or cellular telephone.

11. Specific Requirements of the Contractor:

The services required and duties of the contractor shall include specifically, but not be limited to, the following:

11. Specific Requirements of the Contractor (Cont.):

- A. Contractor shall provide a backup vehicle, equipped in accordance with paragraph 3 F. This vehicle shall be readily available in the event of a disabled assigned patrol unit because of flat tire, dead battery, dead engine or for any other reason whatsoever so that no more than thirty (30) minutes of non-patrol time shall exist. The City shall not accept vehicle problems as an excuse for failure of security coverage.
- B. Contractor shall provide security vehicles fueled with a full tank of fuel, checked for oil and other operating fluids, and be fully prepared for each security officer shift change.
- C. Contractor shall have a regular business office located in the tri-county area (Dade, Broward, and Palm Beach counties). The Contractor's dispatch facility shall be staffed by full-time employees of the contractor at a location properly zoned for such activity.
- D. Contractor shall supply all appropriate forms for operations and security functions.
- E. To ensure a high caliber of service, the City shall require the Contractor to pay its Ramp/Perimeter Patrol Officer no less than \$10.00/hr, Airport Patrol Officer no less than \$12.00/hr, and Security Manager no less than \$16.00/hr. Contractor must provide the City's Airport Management with documentation of its pay scale and payroll for all employees assigned to this contract when it is requested during the contract period. The City reserves the right to depose any employee with regard to their pay at anytime. Any percentage increase in the contract pricing in accordance with the pricing section of this document shall result in the same percentage increase to the wage rates stated above.
- F. Contractor shall provide and post the officer work-shift schedule. Schedule will be provided to Airport Management one week in advance. There shall be a standard 40-hour workweek; no officer shall work more than 8 hours in a given 24-hour period unless approved by Airport Management. The Contractor shall document that a minimum of 45 miles be driven on each 8-hour day and afternoon shift, and a minimum of 80 miles on the midnight shift unless otherwise directed by the Airport Management.
- G. Contractor shall provide all personnel with an officially approved and dated I.D. card to be worn conspicuously by all personnel while on duty.
- H. Contractor's security personnel shall be available to assist the City's Airport Management for actions to be taken during officially declared hurricane alerts.
- I. Weekly status meetings with the Airport Management shall be attended by appropriate Contractor personnel if requested by Airport Management.

12. PENALTY

The City shall assess the Contractor a \$100.00 penalty for each hour, or part thereof, that there is a lack of security coverage at the airport, by any officer for any reason except "force majeure", and until such time as a officer arrives on duty.

- A. This will include, but not necessarily be limited to:
 - 1. A Malfunctioning or improper vehicle
 - 2. A malfunctioning or no aviation radio
 - 3. Absence or incapacity of an officer.
- B. In view of the above, Contractor shall be required to:
 - 1. Provide for a 30-minute access to an approved backup vehicle. (Backup vehicle will comply with all stated requirements in equipment.)
 - 2. Provide immediate backup of radio and cellular telephone.
 - 3. Have sufficient complement of airport-trained officers to replace an officer within 30 minutes.
- C. Contractor shall maintain minimum officer strength, as follows:
One (1) per position, no less than six (6)* individuals, trained and ready to serve. The City considers this a minimum requirement. Contractor will be expected to have a sufficient number of fully trained individuals (in addition to officers-in-training) for each position, to ensure required coverage at all times during the contract.

13. OTHER CONTRACTOR REQUIREMENTS:

- A. Replacement of Employees: The Contractor agrees to remove from service at the Airport any employee whose conduct the Airport Manager feels is detrimental to the best interest of the airport.
- B. Federal Government Agreements: This agreement shall be subordinate to the provisions of any existing or future agreements between the City of Fort Lauderdale and the United States of America relative to the operation and maintenance of the airport.
- C. Federal Government's War Power: All provisions of this agreement shall be subordinate to the right of the U.S. of America to lease the airport, or any part thereof, during the time of war or national emergency for military or naval use, and any provisions of this agreement inconsistent with the provisions of such lease to the United States of America shall be suspended thereby.
- D. Standards of Service: Standards of service afforded to the general and flying public by this contract shall be at least equal to the highest quality of service rendered by similar contracts at other comparable airports.

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

PART V - REQUIREMENTS OF THE PROPOSAL**ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one entity similar in size and complexity to the City of Fort Lauderdale. Company must have a minimum of FIVE (5) years experience providing security guard services. Proposer should be aware that bidding firms with at least ONE (1) YEAR experience providing **airfield** security services shall be given additional consideration in the qualification process. (Baggage screening does not qualify).

SUBMITTAL REQUIREMENTS

Six (6) complete sets of the proposal for SECURITY GUARD SERVICES @ Executive Airport are required to be submitted on or before 2:00 P.M on 10/30/03 to The City of Fort Lauderdale Purchasing Department, Room #619, 6th Floor, City Hall, 100 North Andrews Ave., Fort Lauderdale, Florida 33301. One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Submittals: (To be indexed and submitted in the order listed)

A. Letter of Interest / Cover Letter - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. Followed by your signed PROPOSAL SIGNATURE PAGE.

B. Narrative - Proposer shall include a comprehensive narrative to include the following: Understanding of the City's needs for security services at the City's Executive Airport facilities and your overall approach to those needs, including monitoring and supervising assigned security officers. Specifically, comment on what type of management controls, supervisory inspections, and check-in provisions you utilize to monitor the actions and whereabouts of assigned security officers.

II. A draft of the post orders based on the proposer's understanding of the City's Airport Security requirements outlined in the RFP. Minimum operating instructions and reporting requirements expected of the assigned Security officer(s) and supervisory personnel to maximize the security for employee and customer safety at the designated facilities, and identification of any recommended or required changes.

C. Professional Licenses and Certificates; Insurance – Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, safety certificates, etc.. Company must be licensed and/or registered in the State of Florida in all required disciplines – Also include proof of insurance in this section.

D. Company Profile – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity(corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers; any additional information that your firm wishes to supply to augment its proposal.

Specifically indicate the office address where the supervisor(s) would be located when not on the road and where they would respond from if needed by the security officer?

E. Descriptions / Pictures - UNIFORMS: Provide pictures and descriptions of uniforms and City identification on the uniform of the security officers; VEHICLES: Provide pictures and descriptions and of the vehicles proposed for this contract - with company name and City identification. Vehicle description should list make, model, mileage, condition, etc. Describe the equipment installed and the equipment installation configuration. Describe your vehicle and equipment maintenance procedures and schedules.

Submittals (Cont):

F. Equipment - Provide information regarding the proposed equipment to be used to provide the security services in accordance with the specifications. Equipment information shall include quantity, make, model, etc. shall include radios, phones, vehicles, etc.

G. Joint Venture – If Submitting as a joint venture, submit a copy of the joint venture Agreement including the financial agreement between the parties and the percentage of participation of the parties.

H. Disputes, Litigation and Defaults – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of five years prior to the submission of this proposal.

I. Qualifications / Experience - Describe firm's local experience / nature of service with security contracts of similar size and complexity, in the previous five- (5) years. Proposers should be aware that bidding firms with at least ONE (1) YEAR experience providing **airfield** security services shall be given additional consideration in the qualification process. (baggage screening does not qualify).

J. Staff – Because the Airport Security Manager position is extremely important to this post, please provide as much detailed information regarding the person your company is expected to put into this position. To state that you will merely hire someone after award will not satisfy this request. In addition provide a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered. Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

1. Formal level of education
2. Relative Supplemental education
3. Membership in various relevant national, state and local associations
4. Professional recognition, awards, etc.
5. Experience in providing security services, including any military experience, etc. (number of years).
6. Any special skills, experiences, qualifications, etc.

Describe your employee screening, hiring and training practices that would apply to security officers proposed for the City contract. A copy of your manuals can complete this requirement. Provide the pay rate for Ramp/Perimeter Patrol Officers, Airport Patrol Officers, and Security Manager (See item 'E' under *Specific Requirements of the Contractor*).

Briefly describe your supervisory and employee evaluation practices that would apply if awarded the City contact. A copy of your personnel and/or operating manuals can complete this requirement if this information is included within it .

K. References – A list of current and former major (those exceeding \$100,000 per year) accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale. Include all Airport experience references.

L. Technical Approach / Security Plan - Describe the range of security and related services performed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them. Include Availability of personnel; Current work load/staff participation; Organization of the team that will be handling this contract. Also describe your vehicle maintenance, back-up vehicle, and vehicle replacement plan in this section. This narrative should encompass all information regarding how the bidder intends to provide "first class" security for the Airport from initial set-up and implementation.

M. Communication – Describe the communication plan and equipment you will provide to the security officer. Explain how your dispatch service operates, your capabilities, and how is it equipped and staffed. Would the guard have 24 hour per day 7 days per week access to a supervisor, how would he contact the supervisor? Describe how he would contact the Fort Lauderdale Police Department, and the Executive Airport representative.

N. Management Reports: Please provide a sample of various management reports that you will provide if awarded this contract. Include samples of daily logs, work shift schedules, travel logs

O. Cost / Financial Proposal

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

**YOUR OVERALL SCORE DEPENDS ON HOW THESE ITEMS ARE
ADDRESSED. IF LITTLE OR NO INFORMATION IS PROVIDED, YOUR
PROPOSAL WILL NOT BE FAVORABLY CONSIDERED.**

PART VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Understanding of the overall needs of the City as presented in the narrative technical proposal, and your overall approach to address those needs.
Technical Approach, Management reports, Communication, Mobilization.
Maximum points available are 25.
2. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project / staff, Licenses / Certificates, Resources, Training, Screening, Evaluations, Supervising, References.
Maximum points available are 25.
3. Experience providing **airfield** patrol services at an Airport for at least one year.
(Baggage screening does not qualify).
Maximum points available are 15.
4. Over all financial capability and credit rating.
Maximum points available are 5.
5. Estimated cost to the City
Maximum points available are 30.

Total Points Available are 100 points.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. In step one (if two step process is determined) the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART VII PRICE LIST / COST PROPOSAL

Description	Cost/Hour		Est. Total Annual Cost	
Security Manager (40hrs/week)	\$_____	X	2080 Hrs.	\$_____
Airfield Patrol Officer (Rotating Shifts)	\$_____	X	6680 Hrs.	\$_____
Ramp/Perimeter Patrol Officer (Rotating Shifts 56 hrs/week)	\$_____	X	2912 Hrs.	\$_____

Estimated Grand Total/Year

\$_____

Extra Security Officer (No vehicle required)* \$_____/hr

*This officer will be on an as needed basis and will not factor into cost for basing award. This officer will be on an as needed basis for scheduled and non-scheduled events at the Airport or Downtown Helistop. For non-scheduled events the officer should be able to respond to the Airport or Downtown Helistop for assignment within 4 hours.

Number of days that the Contractor will need for personnel training and initial startup at no cost to the City _____ days

PROPOSAL PAGES ARE TO BE AS FOLLOWS:

Proposal Pages - Signature Page

Part V Submittal requirements indexed and submitted in the order

Attachments to your Proposal

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this bid/proposal with any other bidder/Proposer(s) and have not colluded with and any other bidder/Proposer(s) or parties to this bid/proposal. I further certify that I am authorized to contractually bind the bidding/proposing firm.

Bid/Proposal submitted by:

Name (printed) _____

Title: _____

Firm/Corporation: _____

Address: _____

City _____ State: _____ Zip _____ + _____

Telephone No. (_____) ____ - _____ FAX No. (_____) ____ - _____

e-mail address: _____

www. _____

Was this proposal sent to the correct address? If NOT, please check here, ☐ and indicate correct address above.

Does your firm qualify for MBE, WBE, or SBE status, in accordance with **Section 1.08** of the General Conditions?

MBE ____ WBE ____ SBE ____

Signature: _____ Date: _____

PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THIS PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 242-8960**OPENS: November 3rd, 2003**

Addendum Acknowledgement and Statement of Variances:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:
